

## 48Hours Participation Agreement

The following document is a copy of the participation agreement in the registration form.

Whoever is Team Leader is the only point of contact for 48Hours. The Team Leader is solely responsible for payment, registration and all contractual obligations. They must be at least 18 years of age. If you are under 18 please put your Guardian's name and let them read this document.

**(FOR PAID EVENTS) REFUND POLICY:** 48Hours will offer a full refund of the registration fee (less processing fee) to entrants in the event of cancellation of the 48Hours shoot weekend event. Refunds will be processed by 48Hours within ten working days. 48Hours will only be liable for the full costs of registration to be refunded. Customers' statutory rights are not affected.

Otherwise, once registration has been purchased for entry into 48Hours, entrants cannot be refunded. We encourage entrants to make sure they can participate in the 48Hours, as the registration fee cannot be exchanged or monies refunded after purchase.

### **Declaration by Team Leader:**

This is an agreement which binds the film team leader and his or her team (documented above in the Registration Agreement), hereafter known as (the "Entrant"), with respect to the Entrant's participation in the 48Hours (the "48 Hours Competition") and the creation of a short film or video (the "Film") pursuant to the terms of the 48Hours Competition as set out below (the "Terms").

The Entrant hereby agrees to take part in the 48Hours Competition, being produced by 48Hours and is scheduled to take place from 17 - 19 May 2024.

I can confirm that our team leader is a New Zealand citizen or permanent resident.

I have read and acknowledged the 48Hours health and safety policy and acknowledge that my team must have their own policy and comply with the Health and Safety at Work Act 2015.

I understand that by agreeing to the Participation Agreement below I am entering an agreement with 48Hours and acknowledge I need to perform the tasks below to be eligible for this year's challenge:

- Complete the secure online credit card payment portion of this registration process.
- Read and understand the rules and FAQs for the competition.
- Come back and complete the online wrap-up form on this site during the shoot weekend.
- Submit my completed film and all required paperwork before the hand-in deadline.

The Entrant hereby states that they have read, and agree to abide by, all the Rules and Registration requirements (as set out incorporated on the official 48Hours website). It is understood that 48Hours reserves the right to screen or exhibit only those films/videos which adhere to the Terms.

The Entrant hereby understands that they are solely responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the 48Hours Competition and all costs, expenses, damages and claims related thereto. The Entrant hereby understands that they are solely responsible for the safety of all cast and crew who participated in the Film.

48Hours is providing the event and guidelines in which the Entrant is taking part; a screening opportunity for the completed work; and a prize for each city winner and the Grand National Winner.

The Entrant hereby affirms that they will secure all rights to images, sounds and music used in their Film and/or will secure any and all talent, crew releases and other releases as required (including but not limited to use of locations, artwork, props etc) (the "Release Form(s)").

The Entrant hereby affirms that such Release Form(s) will allow the Entrant and/or 48Hours to exercise the rights as required and set out in the Rules and will indemnify and save and hold harmless 48Hours from any and all claims, costs, damages, expenses and liabilities arising from the creation, use, participation, exhibition and exploitation (including, but not limited to claims for negligence and other torts, discrimination, fraud, infringement and breach of contract) of the Entrant's Film.

In consideration of 48Hours allowing the Entrant to participate in the 48Hours Competition, the Entrant grants 48Hours an exclusive license in the Film on the following terms:

- Territory: World
- Initial term: 36 months from delivery of the Film.
- Initial licensed rights: the right to publicise, promote, screen, show, exhibit, broadcast, licence or otherwise exploit or deal with the Film in all media (now known or later invented or devised) as required by 48Hours.
- Secondary term and rights: After the initial license period ends, the Entrant grants 48Hours a non-exclusive license to host and share the Film on their online platforms channels, and use it in promotion of the 48Hours competition, in perpetuity.

Entrant shall have the following non-exclusive, non-assignable rights: (i) to enter the Film in film festivals & competitions; (ii) to screen the Film at local film events; (iii) to stream the Film or any portion thereof for free on Entrant's personal or team website or for free on any third party website for Internet viewing, provided that the Film or portion thereof as so streamed contains an initial full-screen title card stating "This Film was created for 48Hours." (iv) to distribute the film for free via any physical media; (v) to use the Film on a professional reel to promote Team Leader, Team or any Team member; and (vi) any other use agreed to in writing by 48Hours.

The Entrant hereby acknowledges that 48Hours may edit or alter their film to suit all possible distribution requirements.

The Entrant hereby acknowledges that if they upload photos to the 48Hours Facebook group, or another public file-sharing service, these may be used by 48Hours for the purpose of publicity. Credit to the photographer will be given if supplied on the photo itself.

The Entrant hereby acknowledges that participation in 48Hours Competition is without remuneration or compensation whatsoever. The consideration for participating in the 48Hours Competition and for the rights as acquired by 48Hours pursuant to this agreement is the screening of the Entrant's completed Film at the conclusion of the Competition; and the possibility, although not the obligation by 48Hours, for future domestic screenings; and the opportunity for publicity or exposure for the Entrant.

48Hours is owned by Timpson Films Ltd, Box 5653 Wellesley St, Auckland NZ.